

SETTLEMENT AGREEMENT
BETWEEN
MISSOURI REAL ESTATE COMMISSION
AND
STEVEN R. WEIMER

Steven R. Weimer (Weimer) and the Missouri Real Estate Commission (MREC) enter into this Settlement Agreement for the purpose of resolving the question of whether Weimer's license as a real estate salesperson, no. 1999083563, will be subject to discipline. Pursuant to § 536.060, RSMo 2000,¹ the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the MREC under § 621.110, RSMo Supp. 2011. The MREC and Weimer jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to § 621.045, RSMo Supp. 2011.

Weimer acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by legal counsel; the right to have all charges proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing against him at the hearing; the right to present evidence on his behalf at the hearing; the right to a decision upon the record of the hearing by a fair and impartial

¹ All statutory citations are to the 2000 Revised Statutes of Missouri unless otherwise noted.

administrative hearing commissioner concerning the charges pending against him; the right to a ruling on questions of law by the Administrative Hearing Commission; the right to a disciplinary hearing before the MREC at which time Weimer may present evidence in mitigation of discipline; the right to a claim for attorney fees and expenses; and the right to obtain judicial review of the decisions of the Administrative Hearing Commission and the MREC.

Being aware of these rights provided to him by law, Weimer knowingly and voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Weimer acknowledges that he has received a copy of documents that were the basis upon which the MREC determined there was cause for discipline, along with citations to law and/or regulations the MREC believes were violated. Weimer stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the MREC that Weimer's license as a real estate salesperson, license no. 1999083563, is subject to disciplinary action by the MREC in accordance with the relevant provisions of Chapter 621, RSMo, and §§ 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended.

The parties stipulate and agree that the disciplinary order agreed to by the MREC and Weimer in Part II herein is based only on the agreement set out in Part I herein.

Weimer understands that the MREC may take further disciplinary action against him based on facts or conduct not specifically mentioned in this document that are either now known to the MREC or may be discovered.

I.

Joint Stipulation of Facts and Conclusions of Law

Based upon the foregoing, the MREC and Weimer herein jointly stipulate to the following:

1. Weimer holds a Missouri real estate salesperson license, No. 1999083563. Weimer's license has been current and active at all times since issued.

2. On February 28, 2007, Weimer pled guilty in Case No. 05AE-CR04412 of the Circuit Court of Platte County, Missouri to operating a motor vehicle while in an intoxicated condition; a class B misdemeanor, in violation of § 577.010, RSMo, which states:

1. A person commits the crime of "driving while intoxicated" if he operates a motor vehicle while in an intoxicated or drugged condition.

2. Driving while intoxicated is for the first offense, a class B misdemeanor. . . .

3. On February 28, 2007, the court suspended the imposition of Weimer's sentence and placed Weimer on probation for two years with the following terms and conditions: forty hours of community service, complete SATOP and VIP, and serve 48 hours of shock time.

4. On September 3, 2009, Weimer pled guilty in Case No. 09AE-CR01342-01 of the Circuit Court of Platte County, Missouri to driving while intoxicated – persistent offender, a class D felony, and the infraction of failing to drive on the right half of roadway, in violation of § 577.010, supra, and § 304.015, RSMo, which states:

2. Upon all public roads or highways of sufficient width a vehicle shall be driven upon the right half of the roadway . . .

5. The charges underlying the criminal case were as follows, in pertinent part:

INFORMATION

State of Missouri . . . upon information and belief, charges that defendant, in violation of:

Count: 01

Section 577.010, committed the class D felony of driving while intoxicated, punishable upon conviction under Sections 558.011, 560.011, and 577.023, RSMo, in that on or about November 12th, 2008, at 9 Hwy and Congress, in the County of Platte, State of Missouri, defendant operated a motor vehicle while under the influence of alcohol, and

on or about February 28, 2007, defendant had pleaded guilty to driving while intoxicated, for events occurring on November 16, 2005, in the Circuit Court of the Sixth Judicial Circuit of Platte County, Missouri, and

on or about June 6, 1994, defendant had pleaded guilty to driving while intoxicated, for events occurring on May 25, 1994, in the Sixteenth Judicial Circuit Kansas City, Missouri Municipal Division where the defendant was represented by counsel and the judge was an attorney judge.

Count: 02

Section 304.015, RSMo, committed the infraction of failure to drive on the right half of roadway . . . in that on or about November 12th, 2008 in the County of Platte, State of Missouri, the defendant, while operating a motor vehicle on or near 9 Hwy and Congress, failed to drive on the right half of the roadway when the roadway was of sufficient width.

6. On November 5, 2009, the court suspended execution of Weimer's sentence of three years incarceration and placed Weimer on supervised probation for two years.

7. On November 18, 2009, the court revoked Weimer's probation in Case No. 05AE-CR04412, entered the conviction, and ordered Weimer to serve 90 days in jail.

8. The crime of driving while intoxicated is an offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter.

9. The crime of driving while intoxicated – persistent offender is an offense involving moral turpitude.

10. Section 339.100.2, RSMo Supp. 2011, setting forth possible causes for disciplining a real estate license, states in part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

.....

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

.....

(18) Been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of this state or any other state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated under this chapter, for any offense an essential element of which is fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed;

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

11. Section 339.040.1, RSMo Supp. 2011, relating to license requirements, provides:

1. Licenses shall be granted only to persons who present, and corporations, associations, partnerships, limited partnerships, limited liability companies, and professional corporations whose officers, managers, associates, general partners, or members who actively participate in such entity's brokerage, broker-salesperson, or salesperson business present, satisfactory proof to the commission that they:

- (1) Are persons of good moral character; and
- (2) Bear a good reputation for honesty, integrity, and fair dealing; and
- (3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public.

12. Based on the conduct set forth herein and Weimer's guilty pleas to driving while intoxicated, a class B misdemeanor, and driving while intoxicated – persistent

offender, a class D felony, Weimer has failed to demonstrate that he is a person of good moral character, that he bears a good reputation for honesty, integrity, and fair dealing, and that he is competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public, which are grounds for the MREC to refuse to issue a license under § 339.040.1, RSMo.

13. Based on Weimer's conduct, as stipulated to herein, cause exists to discipline his real estate salesperson license under § 339.100.2(16), (18), and (19), RSMo Supp. 2011.

II. Joint Agreed Disciplinary Order

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the MREC in this matter under the authority of § 536.060, RSMo, and §§ 621.045.3 and 621.110, RSMo Supp. 2011.

1. **Weimer's license is on probation.** Weimer's license as a real estate salesperson is hereby placed on PROBATION for a period of FIVE YEARS. The period of probation shall constitute the "disciplinary period." During the disciplinary period, Weimer shall be entitled to practice as a real estate salesperson under §§ 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended, provided Weimer adheres to all the terms of this agreement.

2. **Terms and conditions of the disciplinary period.** Terms and conditions of the probation are as follows:

A. Weimer shall keep the MREC apprised at all times of his current address and telephone number at each place of residence and business. Weimer shall notify the MREC in writing within ten (10) days of any change in this information.

B. Weimer shall timely renew his real estate license(s), timely pay all fees required for license renewal and shall comply with all other requirements necessary to maintain his license(s) in a current and active status. During the disciplinary period, Weimer shall not place his real estate license(s) on inactive status as would otherwise be allowed under 20 CSR 2250-4.050. Alternatively, without violating the terms and conditions of this Settlement Agreement, Weimer may surrender his real estate license(s) by submitting a letter to the MREC and complying with 20 CSR 2250-8.155. If Weimer applies for a real estate license after surrender, Weimer shall be required to requalify as if an original applicant and the MREC will not be precluded from basing its decision, wholly or partially, on the findings of fact, conclusions of law, and discipline set forth in this Settlement Agreement.

C. Weimer shall meet in person with the MREC or its representative at any such time or place as required by the MREC or its designee upon notification from the MREC or its designee. Said meetings will be at the MREC's discretion and may occur periodically during the probation period.

D. Weimer shall immediately submit documents showing compliance with the requirements of this Settlement Agreement to the MREC when requested by the MREC or its designee.

E. During the probationary period, Weimer shall accept and comply with unannounced visits from the MREC's representative to monitor compliance with the terms and conditions of this Settlement Agreement.

F. Weimer shall comply with all relevant provisions of Chapter 339, RSMo, as amended, all rules and regulations duly promulgated thereunder, all local, state, and federal laws. "State" as used herein includes the State of Missouri and all other states and territories of the United States.

G. Random Drug Screening. Weimer shall provide the MREC with the names of three third party testing services to provide random witnessed screening for alcohol and other drugs of abuse or serum screening for alcohol and other drugs of abuse at least once per quarter, i.e. 4 (iv) times per year. The MREC will select the service Weimer shall use. Weimer shall be given no more than 24 hours notice of when a screen is to be performed. The random urine/serum screens shall be at the expense of Weimer. Written results of the screen shall be sent directly to the Missouri Real Estate Commission, P.O. Box 1339, Jefferson City, Missouri 65102 by the party administering the screen within ten (10) working days after the screen.

3. Upon the expiration of the disciplinary period, the license of Weimer shall be fully restored if all requirements of law have been satisfied; provided, however, that in the event the MREC determines that Weimer has violated any term or condition of this Settlement Agreement, the MREC may, in its discretion, after an evidentiary hearing, vacate and set aside the discipline imposed herein and may suspend, revoke or otherwise lawfully discipline Weimer's license.

4. No additional discipline shall be imposed by the MREC pursuant to the preceding paragraph of this Settlement Agreement without notice and opportunity for hearing before the MREC as a contested case in accordance with the provisions of Chapter 536, RSMo.

5. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning any future violations by Weimer of §§ 339.010 through 339.205 and 339.710 through 339.855, RSMo, as amended, or the regulations promulgated thereunder, or of the terms and conditions of this Settlement Agreement.

6. This Settlement Agreement does not bind the MREC or restrict the remedies available to it concerning facts or conduct not specifically mentioned in this Settlement Agreement that are either now known to the MREC or may be discovered.

7. If any alleged violation of this Settlement Agreement occurred during the disciplinary period, the parties agree that the MREC may choose to conduct a hearing before it either during the disciplinary period, or as soon thereafter as a hearing can be

held, to determine whether a violation occurred and, if so, may impose further disciplinary action. Weimer agrees and stipulates that the MREC has continuing jurisdiction to hold a hearing to determine if a violation of this Settlement Agreement has occurred.

8. Each party agrees to pay all their own fees and expenses incurred as a result of this case, its litigation, and/or its settlement.

9. The terms of this Settlement Agreement are contractual, legally enforceable, and binding, not merely recital. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

10. The parties to this Settlement Agreement understand that the MREC will maintain this Settlement Agreement as an open record of the MREC as required by Chapters 339, 610, and 324, RSMo, as amended.

11. Weimer, together with his partners, heirs, assigns, agents, employees, representatives and attorneys, does hereby waive, release, acquit and forever discharge the MREC, its respective members, employees, agents and attorneys including former members, employees, agents and attorneys, of, or from any liability, claim, actions, causes of action, fees, costs, expenses and compensation, including, but not limited to, any claim for attorney's fees and expenses, whether or not now known or contemplated, including,

but not limited to, any claims pursuant to § 536.087, RSMo (as amended), or any claim arising under 42 U.S.C. § 1983, which now or in the future may be based upon, arise out of, or relate to any of the matters raised in this case or its litigation or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of the Settlement Agreement in that it survives in perpetuity even in the event that any court or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

12. Weimer understands that he may, either at the time the Settlement Agreement is signed by all parties, or within fifteen days thereafter, submit the agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for disciplining Weimer's license. If Weimer desires the Administrative Hearing Commission to review this Settlement Agreement, Weimer may submit his request to: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, Missouri 65102.

13. If Weimer requests review, this Settlement Agreement shall become effective on the date the Administrative Hearing Commission issues its order finding that the Settlement Agreement sets forth cause for disciplining Weimer's license. If the Administrative Hearing Commission issues an order stating that the Settlement Agreement does not set forth cause for discipline, then the MREC may proceed to seek discipline against Weimer as allowed by law. If Weimer does not request review by the

Administrative Hearing Commission, the Settlement Agreement goes into effect 15 days after the document is signed by the Executive Director of the MREC.


LICENSEE

MISSOURI REAL ESTATE
COMMISSION

 7-10-2012

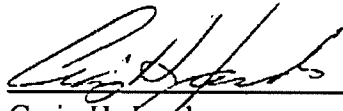
Steven R. Weimer

Date


Janet Carder, Executive Director

Date: July 23, 2012

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